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Current Topics.

Trinity Law Sittings.

THERE is a general, and, in some cases, a marked increase in the number of cases down for hearing in the High Court during the Trinity Term, which commenced on Tuesday, 22nd June. There are 346 actions in the King's Bench Division as against 269 for the Trinity Term of last year. The long non-jury actions have increased from 99 to 128, and the short non-juries from 154 to 206. There are five short causes as against three last year. The Commercial List shows a decrease, from 13 to 7. In the Chancery Division the increase is from 63 last year to 79 this year. There are 17 causes in the Witness List, 44 in the Non-Witness List, 18 retained and assigned matters, and five appeals and motions in bankruptcy. The 45 company matters, which will be tried by SIMONDS, J., show a decrease of nine, to 45. There are 6 Admiralty actions for trial as against 14 last year and the undefended suits in divorce number 1,267, as against 1,114 last year. There are 992 defended suits as against 783 last year. The Divisional Court shows an increase of 35 cases over last year, the total figure this year being 118. There are 42 appeals in the list as well as 61 in the Revenue Paper and six in the Special Paper. Seven appeals arise under the Housing Acts, 1925-1936, one under the Public Works Facilities Act, 1930, and there is one motion for judgment. The total number of appeals to the Court of Appeal is 139 as against 77 last year; 136 of these are final appeals, only eight being from the Chancery Division as against nine last year; 80 are from the King's Bench Division (including nine in the Revenue Paper) as against 31 last year, and 10 are from the Probate, Divorce and Admiralty Division (seven last year). There are 38 appeals from county courts (19 last year). These include six workmen's compensation appeals. The Judicial Committee of the Privy Council have a list of 16 appeals, of which 13 are from India, one from Palestine, and one from West Africa. There is one prize appeal. Eleven judgments await delivery.

Police Evidence of Confessions.

MR. JUSTICE CASSELS, according to a newspaper report, made an important observation concerning police statements on 18th June, at the East Sussex Quarter Sessions, where he was presiding over the Appeals Committee. He said that police officers were brought up to believe that so long as a man was not dead they must get a statement from him somehow or other, and it must go into their notebooks. He said that he would not trust a policeman to write down accurately everything that had been said to him, as he knew how often they were incorrect. He added that it would be much more satisfactory if people, when making statements, could insist on the police handing over their notebooks so that they could write their statements themselves and so get them accurate. "Don't imagine," Sir JAMES said, "that we think police officers are as gentle as lambs when they make inquiries: in fact, we think otherwise." His lordship's remarks will be approved by many defending advocates both in the police courts and the higher tribunals. In a large proportion, some say too large a proportion, of defended criminal cases, accused persons seem to have a fair chance of acquittal ruined by some inexplicably injudicious statement produced by the prosecution and alleged to have been made to one or more police officers. These statements, on the face of them, and frequently after cross-examination of the police, purport to have been made in accordance with the judges' rules of 1912 and the decisions of the Court of Criminal Appeal on the subject, but from time to time the statements made are successfully impugned on legal grounds, in spite of the reluctance of magistrates and judges to appear to doubt the honesty of police evidence. It is neither advisable nor necessary, however, to attack the honesty of such evidence, for it is only in rare instances that it is not given in good faith. The fallibility of human nature postulates that there will be occasional divagations from the path of strict compliance with the judge's rules, and as Mr. Justice CASSELS suggested, the police are not always accurate note-takers. Policemen are sometimes tempted to stray from observance of the spirit to the observance of the letter of a rule. Accused persons may occasionally have some ground for complaint of unfair methods of extorting replies. For instance, questions bordering on cross-examination are unintentionally used, and at other times it is said that the police inform a person about to be charged jointly with another that that other person has made a statement, without giving any information as to the effect of the statement. Much of this sort of complaint could be cured by a further statement by the judges as to the desirability of extending the rules, *mutatis mutandis*, to all statements taken by the police, as many statements made by persons who are later accused are made during the course of police investigations and before it has been decided to prefer a charge. In fairness to the police it should be added that it is the experience of most police officers that criminals are only too willing for one reason or another to make confessions when they think that "the game is up," and they can only be restrained with the greatest of difficulty. This fact, however, provides an additional reason why much fuller and more authoritative rules should be laid down to govern the taking of all statements by police officers. Above all, the accuracy of notes taken of interviews should be safeguarded by a requirement that the persons accused or about to be accused of crime should have a right to have read over to them the note made by the police and to sign a declaration as to its accuracy, and that they should be informed of this right by the police before anything is taken down in writing.

Hearings *in Camera*.

IT is not generally realised that all courts have power under s. 6 (1) of the Emergency Powers (Defence) Act, 1939, if, as respects any proceedings, they are satisfied "that it is expedient, in the interests of the public safety or the defence of the realm so to do" (*a*) to give directions that, throughout, or during any part of the proceedings, such persons or classes of persons as the court may determine shall be excluded; and (*b*) to give directions prohibiting or restricting the disclosure of information with respect to the proceedings. It will be noted that the section is not restricted to proceedings for infringements of the Defence Regulations relating to the disclosure of information which might be useful to the enemy and similar offences, but that it is quite general in its scope. The discretion of the court is limited only by the words "in the interests of public safety or the defence of the realm." The discretion has been used sparingly, and it is right that this should be so, as the administration of justice in public is one of the safeguards of free citizens in a free democracy. An interesting case in which the discretion was used came before Mr. CLAUD MULLINS, the magistrate at the South Western Police Court, on 17th June, in which, after a hearing *in camera*, reporters were invited into the court to be told the result of a criminal prosecution. The accused was fined £125 and ordered to pay £15 costs on two summonses for supplying to a catering establishment meat in excess of the permitted amount. Clearly the decision of the learned magistrate to try this case *in camera* does not mean that all prosecutions under the Defence (General) Regulations, 1939, should be so tried, and indeed, if it were so, there would be a strong case for the amendment of the law. It cannot be argued that the exigencies of war require a secret trial of every case in which war-time regulations are infringed, and each case must be decided on its own facts. Parliament will no doubt watch with unceasing vigilance the application of so vitally important a legislative restriction on the rights of the subject.

Road Traffic Prosecutions.

SOME interesting facts with regard to motoring prosecutions were given in a letter to *The Times* of 2nd June, from the Secretary of the Automobile Association, Mr. E. H. FRYER.

He stated that during the past twelve months the Association had defended hundreds of motorists charged with breaches of the regulation requiring the immobilisation of unattended cars, and a relaxation of this requirement, originally introduced for defence purposes, but now of doubtful value, would be welcomed by motorists whose cars were in use on essential services. A further review of cases defended by the Automobile Association during the same period, showed a high percentage of prosecutions for failure to conform with traffic lights. Many of these offences arose in circumstances where the transgressor was entirely innocent of any intention to break the law. In a substantial number of cases the facts showed that owing to varying conditions the lights were not easily discernible. While in the majority of provincial areas the visibility of traffic lights had been greatly increased by the illumination of the whole or half of the disc during the hours of daylight, the small cross which was so often difficult to see, still obtained in the Metropolitan Police Area. The Association had also during the past year defended hundreds of motorists prosecuted for technical infringements of the 30-mile speed limit in built-up areas in circumstances where no danger was alleged. Actually in many instances the timing operations were carried out on open stretches of road instead of on congested spots where danger existed. Another interesting feature was that 30 per cent. of the motoring cases defended by the Association in April arose in the Metropolitan area. This was an improvement on the figure of 50 per cent. in the same month last year, but was excessive on any basis of traffic or road mileage. Mr. FRYER has presented his case against excessive prosecution of motoring offenders with ability and ingenuity, but many who respect the admirable work achieved by the Automobile Association will remain unconvinced by the arguments in the letter. *Actus non est reus nisi mens sit rea* is not a maxim of universal application, particularly when the life and health of large numbers of the population are concerned. When the statistics of road injuries and fatalities are substantially reduced, the time may be more opportune to discuss relaxations of the law.

War Damage to Highways.

THE War Damage (Highways) Contribution Regulations, 1943 (S.R. & O., No. 808), dated 28th May, provide for the demand and recovery from contributory councils of interim and final instalments of contribution payable under s. 21 of the War Damage Act, 1941, and the War Damage (Highways) Scheme, 1943 (No. 469). A contributory council in England is the council of any county or county borough. When an assessment has been made, demand for payment must be sent to the contributory council liable therefor, and payment must be made to the Accountant-General of Inland Revenue. The amount charged may be recovered as a debt due from the contributory council to the Crown either by proceedings in the High Court or in any other manner by which a debt due to the Crown may be recovered. The following certificates are to be *prima facie* evidence of the matters stated in them: (*a*) by a secretary or assistant secretary to the Commissioners of Inland Revenue that an assessment has been duly made in respect of a highway instalment of an amount specified in the certificate; or (*b*) by such a secretary or assistant secretary that a highway instalment has been demanded from a contributory council named in the certificate; or (*c*) by such a secretary or assistant secretary that no grounds for non-payment of a highway instalment by the contributory council from whom it was demanded have been advanced to the Commissioners of Inland Revenue before the date of the certificate; or (*d*) by the Accountant-General of Inland Revenue that payment of a highway instalment has not been made to him, or to the best of his knowledge and belief to any other person on his behalf; or (*e*) by a secretary or assistant secretary to the Commissioners of Inland Revenue as to any proportion, aggregate, or certified sum of rateable values certified under any provision of the War Damage (Highways) Scheme, 1943, by the Treasury or, as the case may be, an appropriate authority; and where in respect of any highway instalment such a certificate as is mentioned in head (*a*) is accompanied by such certificates as are mentioned in heads (*b*), (*c*) and (*d*) of this regulation, the certificates will be *prima facie* evidence that the highway instalment is unpaid and is due and owing to the Crown by the contributory council. Certain provisions of the War Damage Contribution (No. 3) Regulations, 1942, apply with the necessary modifications, to the assessment and collection of highway instalments. These relate to the exercise of the powers of the Commissioners of Inland Revenue, the proof of authority to act, forms, the provisions that the want of form or error is not to invalidate assessments, etc., and the provision for cases where assessments, etc., are lost, destroyed or damaged.

War Damage Act, 1943.

THE difficulties attending a consolidation of the magnitude of that involved in the passing of the new War Damage Act, 1943, on 3rd June, are well illustrated in a useful little document published by H.M. Stationery Office under the title "War Damage Act, 1943, Table of Comparison, showing the mode in which the provisions of earlier Acts consolidated are dealt with in the Act." The table is in three columns, with the section or schedule of the earlier Act, the section or schedule of the War Damage Act, 1943, and a column for remarks. It may be truly said of the new statute that "the old order changeth, yielding place to new." Gone are the familiar numberings of the sections. Sometimes, as in the case of the well-known s. 25, dealing with rights over against mortgagees in certain cases in respect of war damage contribution, they are split among a number of sections. Section 25 (1) seems to have been divided between s. 37 (3) and s. 51; s. 25 (2) becomes s. 53 (*b*); s. 25 (3), as amended by Sched. II, para. (3), of the 1942 Act, becomes s. 54; s. 25 (4) and (5) become s. 52 (1) and (2); and s. 25 (6) to (8) becomes s. 55 (1) to (3). No doubt there are good reasons for splitting familiar sections in this way, but those who have used the old Act will not forbear almost a sentimental pang at the passing of the old order. Other cases of cutting up occur in s. 3 of the 1941 Act, on the distinction between the "cost of works" and the "value" payment; this is now distributed among ss. 6, 8, 123, 10 and Scheds. II and III of the 1943 Act; and s. 9, dealing with the destination and apportionment of payments becomes distributed among ss. 9, 12, 22, 23, 24, 32 and Sched. II. The new arrangement of the sections will no doubt facilitate reference in the long run, but for the present those familiar with the war damage legislation will have to undergo some mental adjustment. The table will help them to do so.

Aid for Professional Training.

FURTHER details are now available of the Government's Further Education and Training Scheme as applied to the legal profession, and are published in the June issue of *The Law Society's Gazette*. The object of the scheme, as already announced, is to give financial help now for the completion of the professional training of persons discharged from service with the armed forces through disablement or on medical grounds, and whose training has been prevented or interrupted by their service with the forces. The assistance is open to any articled clerk or solicitor, or indeed to anybody who wishes to be a solicitor, and who falls within the class of persons to be helped. Applications should be made to the Appointments Department, Ministry of Labour and National Service, Sardinia House, London, W.C.2, and this department will provide further information on request. It is proposed upon demobilisation to make the scheme generally available to any person who has been in whole-time service in the armed forces, the merchant navy, the civil defence services or the police, and who can show that such service has prevented his starting training or has interrupted his training, or renders him unable to resume or to continue his career, or that by reason of such service he requires a refresher course. Refresher courses are to be held at The Law Society's School of Law in London, and where a substantial demand for courses in a provincial area is shown the Council will ask the appropriate law society to arrange for lectures to be delivered either through an approved law school or otherwise. It is proposed that the Society's School whole-time courses should be provided for all wishing to take advantage of them, whether they have partnerships, clerkships or other posts to which to return or whether they desire the assistance of the Society's Liaison Department to secure partnerships, clerkships or other posts, and that evening lectures in special subjects should be provided, which could be attended by those solicitors who have been urgently needed in and returned to their businesses on demobilisation, and who cannot attend a whole-time refresher course. The full whole-time refresher course would be of six months' duration, and would cover all the subjects for the Final Examination twice. A second whole-time refresher course would be of two months' duration, and would cover all the subjects for the Final Examination, but would involve a considerable amount of reading being done daily. A third whole-time course would be of six weeks' duration and would be a special course in selected subjects. A fourth whole-time course would be a special short course of three weeks' duration in war-time legislation. Part-time courses would involve lectures in the evening. Suitable tests will form part of the courses, to enable some judgment to be made of the student's legal ability for the purpose of obtaining the help of the Society's Liaison Department. Solicitors, whether on national service or not, who wish to be considered for appointment as lecturers, are asked to apply for particulars to the Secretary of the Council of The Law Society.

Recent Decision.

In *Budd* v. *Anderson and Others*, on 12th June (*The Times*, 13th June), ASQUITH, J., held that where the copy of the detention order served on a detainee under reg. 18B of the Defence (General) Regulations, 1939, were neither unwarranted, defective nor invalid, although the copy served on the governor of the prison to which the detainee was to be sent was incorrect, no action for damages for false imprisonment would lie against the Home Secretary, as a result of the decisions in *Liversidge* v. *Anderson* [1942] A.C. 206 and *Greene* v. *Secretary of State for Home Affairs* [1941[A.C. 284.

Procedure in 1943.

Until June.

(*Continued from p.* 216.)

Payment into Court.

Where, in an action for damages for personal injuries, the defendants paid £750 into court with a denial of liability and on the same day they delivered a defence in which they admitted negligence, the Court of Appeal held that the notice of payment in was bad and must be set aside. Order XXII does not permit a payment in with denial of liability in a cause of action which has been admitted (*Davies* v. *Rustproof Metal Window Co., Ltd.* (1943), 1 All E.R. 248).

This is a short and important case. Goddard, L.J., lucidly summarises the position and makes some recommendations for altering the rules of payment in to set out "the realities of the situation."

The company admitted negligence, and that, as a result, D's hand was injured and that two fingers had to be amputated; they denied the other particulars of injuries. They admitted the special damage claimed. The Master and Cassels, J., held that D was not embarrassed by a payment in with a denial, because under Ord. XXII money, whether paid in with admission or denial, cannot be taken out except in satisfaction. But, said Goddard, L.J., delivering the judgment of the court (Scott, MacKinnon and Goddard, L.JJ.), if money is paid in with an admission, judgment cannot be given for less; it is otherwise where it is paid in with a denial. Unless the rules permit a defendant to pay in with a denial in a cause of action admitted on the record, the plaintiff can say that if the defendant wishes to pay in, he can only do so in accordance with his defence. He need not pay in, but if he does he must admit liability for what he has paid (at p. 249).

The present position, Goddard, L.J., continued, is that money, however paid in, can only be taken out in satisfaction.

> "In our opinion the order contemplates that the notice should follow the pleading, and it does not permit a defendant to admit liability in his defence and deny it in his notice of payment into court" (*ibid.*).

The matter was concluded by *Cumper* v. *Pothecary* [1941] 2 K.B. 58, where the court refused to allow an application to amend a notice of payment in denying the damage which was admitted in the defence. Goddard, L.J., gives a valuable account of the position before 1933, the court desiring to call the attention of the Rule Committee to the matter (at p. 250). See 86 Sol. J. 239.

Before 1933 when the order was altered, the defendant could pay in with an admission before or after defence. The plaintiff could take the money out, and go on with the action. A payment in with denial must be stated in the defence and could only be made with the defence. If the plaintiff took the money out, he could not go on with the action. "There was no provision whereby a defendant could say: 'I admit I owe you £*x* which I bring into court, and for the sake of peace I am willing to offer you a further sum which I also bring into court'; nor is there in the present rules." But a defendant might not wish to let the plaintiff continue the action by admitting liability, yet equally he might not wish to incur the expense of the plaintiff proving negligence which was not in dispute.

In *Critchell* v. *London and South Western Railway Co.* [1907] 1 K.B. 860, the defendants paid in denying, in their defence, negligence and damage. They wrote a letter at the same time, however, saying that the denial of negligence was formal and that they would admit it at the trial. The defence was struck out as an abuse of the process of the court. In the present case the notice of payment in is "inconsistent with the real defence." In *Munday (J. R.), Ltd.* v. *London County Council* [1916] 2 K.B. 331, negligence was not put in issue, but damage was. This was legitimate.

It may happen, however, Goddard, L.J., continued, that the defendant wishes to admit negligence and *some* damage, but not all that the plaintiff alleges. He should be able to pay into court a sum in satisfaction of the damage he admits, or offer a further sum which he could pay in with a denial (at p. 250). This should apply generally—not merely to cases of negligence. Rule 3, added the learned lord justice, should be altered so as to allow part of the payment in with admission and part with denial. The defendant might be allowed at any time to increase, but only by leave to reduce, his payment in, with admission or denial. "The alterations we have suggested would at any rate enable the realities of the situation to be clearly set out in the proceedings."

Adjournment in County Court.

Where counsel for the defendant applies in the county court for an adjournment on the ground that the defendant is too ill to attend and that his evidence is essential, and puts in a medical certificate without objection by the plaintiff's counsel, while stating that an affidavit if desired could be obtained, the county court judge is not entitled to refuse to act upon the certificate on such terms as he might impose for the plaintiff's protection. If he does refuse, it is an error of law and an appeal lies to the Court of Appeal (*Dick* v. *Piller* [1943] 1 K.B. 637; 87 Sol. J. 211; Scott, L.J., and Croom-Johnson, J., du Parcq, L.J., dissenting).

This case, said Scott, L.J., at p. 628, involved an important point of practice upon the right of appeal from the county court where the judge refuses an adjournment to allow a party whose evidence is material to attend. His discretion to grant or to refuse an adjournment is *prima facie* unfettered, but since there is no appeal on fact as there is from a High Court judge, the Court of Appeal must make sure that there has been no error in law.

The action was for £51, brought by an agent against his principal (a Netherland subject), on a running account for services rendered in training and running the defendant's horses. The defendant admitted more than half, but sought to "surcharge and falsify." The arrangements were oral; there were no records of payments. Hence the defendant's evidence was "material and, perhaps, critically important." The judge, in refusing an adjournment, had deprived the defendant of a hearing. Did the judge, by his refusal, err in law? In the view of du Parcq, L.J., the error was of fact; Croom-Johnson thought there was an error of law, and with him Scott, L.J., agreed.

> "I think that the judge caused a serious miscarriage of justice, and that, in doing so, he neglected a first principle of law, for he deprived the defendant of his elementary right to be heard before he was condemned" (*ibid.*).

The case was first heard on 16th September. At the instance of the court it was adjourned to 28th October. Before 28th October it was adjourned, with the consent of the defendant's solicitors, to 25th November, to oblige the plaintiff's counsel.

Before 25th November the defendant fell ill with bronchitis. His solicitors obtained a doctor's certificate, and the plaintiff's solicitors agreed to an adjournment to 9th December. On 2nd December, his doctor gave him a certificate of inability to follow his employment. On 3rd December his solicitors wrote to the plaintiff's solicitors informing them and enclosing a copy of the medical certificate, with a consent for adjournment for their signature. They refused, saying that the case had already been adjourned for his convenience. The solicitors for the other side replied that if the plaintiff's solicitors had not asked for an adjournment for the convenience of their counsel, the matter would have been disposed of on 28th October when the defendant could have been present. They enclosed a new certificate, saying that the defendant could not leave home probably for two weeks.

On 9th December, the defendant's counsel attended, informed the judge, produced the certificates, read the letters, asked for an adjournment and offered to pay the costs thrown away. No objection was made to their admissibility, nor was it suggested that they were untrue or inaccurate although their truth was not "admitted." The doctor, he added, could attend court, or swear an affidavit. The judge refused an adjournment. At the close of the plaintiff's case, counsel applied again and the judge again refused, noting on his judgment, "in absence of affidavit." The defence, in effect, went by default. The judge, said Scott, L.J., must have seen that the defendant's evidence was "certainly material, and perhaps crucially so." On the facts, the absence of an affidavit was "a wholly inadequate reason in law for depriving the defendant of a hearing." The judge could have imposed terms such as costs, and payment of the admitted part of the claim and payment into court of the balance. Under Evidence Act, 1938, s. 1 (5), the court may act on a medical certificate, and in the circumstances of this case, should have accepted it without an affidavit.

There was a miscarriage of justice. The appeal was allowed and the case remitted for rehearing to the county court; appellant's costs of the appeal; costs below in discretion of judge rehearing.

Request for Adjournment: Judge's Duty.

Scott, L.J., thus laid down the legal duty of a judge when an important witness, *a fortiori* a party, is prevented by illness from attending an adjourned hearing where his evidence is "directly and seriously material."

> "In my view, if he is satisfied (i) of the medical fact, and (ii) that the evidence is relevant and may be important, it is his duty to give an adjournment—it may be on terms—but he ought to give it unless, on the other hand, he is satisfied that an injustice would thereby be done to the other side which cannot be reduced by costs" (at p. 629).

Croom-Johnson, J., quoted an *obiter dictum* of Scrutton, J., in *Jones* v. *S.R. Anthracite Collieries, Ltd.* (1920), 124 L.T. 462, 463:—

> ". . . the court has frequently interfered with the decisions of county court and High Court judges in regard to the question of 'adjournment,' because the whole object of this court and every court should be to do justice between the parties without dealing with technical objections."

And Atkin, L.J., speaking on interference with the discretion exercised by a High Court judge on granting an adjournment, said in *Maxwell* v. *Keun* [1928] 1 K.B. 645, 653, that the court would be "very slow indeed" to interfere.

> "but . . . if it appears that the result of the order made below is to defeat the rights of the parties altogether, and to

do that which the Court of Appeal is satisfied would be an injustice to one or other of the parties, then the court has power to review such an order, and it is, to my mind, its duty to do so." (Cited at p. 635 of (1943), 1 All E.R.)

Dissent of du Parcq, L.J.

du Parcq, L.J., dissenting, said that the first and the only question, in his opinion, was whether the " determination " by the judge was " in point of law . . . or upon the admission or rejection of evidence " within County Courts Act, 1934, s. 105. By s. 2 of the Evidence Act, 1938, the weight to be attached to a statement rendered admissible by the Act, is for the judge. If the county court judge had this Act in mind and within his discretion refused to act on the certificates, this was not an error in law. If, on the other hand, the judge did not have the Act in mind, counsel for the defendant did not submit that the certificates were admissible under the Act. The judge was not satisfied that the defendant was too ill to attend. This is a question of fact, and if the judge erred, he erred on fact, not in law. Nor was there a wrong determination " upon the admission or rejection of evidence " ; for the evidence of the defendant had not been tendered ; " if a witness is absent without good cause nobody can complain that his evidence has not been heard " (at pp. 631, 632). *Evans* v. *Bartlam* [1937] A.C. 473, 480, 484, said du Parcq, L.J., dealt with appeals from judges of the High Court only when there is no restriction on the jurisdiction of the Court of Appeal. In appeals from the county court, on the other hand, the jurisdiction of the Court of Appeal is restricted, and that court has " neither the power nor the duty to interfere with the judge's discretion except on grounds of law, even if it sees that the decisions may result in injustice " (at p. 632 of (1943), 1 All E.R.).

There is much to be said for the reasoning of du Parcq, L.J., but perhaps the difference between the two views may be resolved in this way. According to du Parcq, L.J., the county court judge did not believe that the defendant was too ill to come. According to Scott, L.J., and Croom-Johnson, J., there was no evidence that the certificate was untrue or that the judge disbelieved it ; he rejected it, in terms, because no affidavit was tended—an inadequate reason. If the judge doubted the truth of the certificate, it would have been preferable to call the doctor.

(*To be continued.*)

Re Anglo-International Bank, Ltd.

III.

It will be remembered that we recently discussed the decision of Bennett, J., in *Re Anglo-International Bank, Ltd.* (*ante*, pp. 133, 143), where the learned judge held that a petition for the reduction of capital must be dismissed because the relevant special resolution had been passed at a meeting to which certain shareholders of the company, resident in enemy territory, had not been summoned. The case has since then been before the Court of Appeal, and we have had the advantage of seeing a transcript of the shorthand note of the judgment of the court read by the Master of the Rolls on 1st June, 1943. The court allowed the appeal and confirmed the reduction of capital. It must of course be appreciated that the petition was not opposed, and that therefore the judgment of the Court of Appeal is in the same position as that of Bennett, J., in not having that finally conclusive authority which attaches to judgments delivered after full argument. On the other hand it deals with a number of points of interest, upon which, if we may respectfully say so, the opinion of the court seems likely to stand the test of time.

The Master of the Rolls pointed out that an enemy alien at common law has no right to vote at the meeting of a company in which he holds shares (*Robson* v. *Premier Oil and Pipe Line Co., Ltd.* [1915] 2 Ch. 124); that being so, the " ancillary right " to receive notices of meetings of the company is also taken away from him. All persons resident in territory which is enemy territory at common law are alien enemies at common law, and on this short ground it was clear that the company was not under any obligation to send notices to persons falling within that description. The Master of the Rolls further observed that, quite apart from the suspension of the shareholder's contractual right under the articles to receive notices, the company itself could not lawfully communicate or attempt to communicate with shareholders who at the time were enemy aliens, since all communications " across the line of war " are prohibited at common law. For this proposition the speech of Lord Wright in *Sovfracht V/O* v. *Van Udens* [1943] A.C. 203, 217 was cited as authority.

The court then proceeded to discuss which, among those of the company's shareholders who were involved, were resident in territory which was enemy territory at common law ; in doing so their lordships sought to apply the definition of enemy territory laid down in the *Sovfracht* case ; that is not altogether an easy matter, and it was further complicated here by the fact that there was not before the court any evidence of the extent of control which is being exercised by the Germans and the Italians over the civil life of various territories occupied by their armies. The court came to the conclusion that upon the available evidence it would be unsafe to hold that all the shareholders whose registered addresses were in enemy occupied territory were enemy aliens at common law, since it was not in all instances clear that the nature of the occupation was such as to make the territory enemy territory at common law. They pointed out, however, that the position under the Trading with the Enemy Act was different in that, besides territory which is under the sovereignty of or in the occupation of a power with whom His Majesty is at war, the definition of enemy territory includes territory which is the subject-matter of a " Specified Areas Order " made by the Board of Trade under s. 15 (1A) of the Act. Since orders under that subsection have been made in respect of Monaco, Yugoslavia and Mainland Greece, which, together with the area formerly known as Unoccupied France, were the areas whose status at common law was troubling the court, it was clear that all the persons concerned were resident in territory which was enemy territory for the purposes of the Act. Under s. 1 (2) of the Act, it is an offence to have " any commercial, financial or other intercourse or dealings with, or for the benefit of, an enemy," particular instances of dealings are then given in the subsection, including the performance of any obligation to an enemy. Further, by para. 2 (1) of the Defence (Trading with the Enemy) Regulations, 1940, the Act was amended by expressly making it an offence to attempt to trade with the enemy. That being so, the position was that under the Act as amended the company was forbidden by law to have or to attempt to have any communication with any of the ninety-nine shareholders who were resident in enemy territory as defined by the Act. " This is equivalent to suspending their right to receive notices and during the period of suspension they can, in our opinion, be in no better position than they would have been if, under the articles, no right to receive notices had been given to them. The resolution was therefore validly passed."

Finally, the court observed that it was immaterial that the Crown has at common law a power to grant licences to communicate with enemies, as have also, under the Act, certain Government departments. In the opinion of the court there was no obligation on the company to put itself to the trouble of applying for licences even if such licences would in fact be given.

The effect of this judgment may thus be shortly summarised. First, it is forbidden at common law to communicate " across the line of war." Second, it is an offence under the Trading with the Enemy Act to communicate or attempt to communicate with any person who is an enemy under that Act. This proposition would appear to override the observation of Mr. Justice Bennett in the court below to the effect that it would not be an offence under the Act to put a letter in the post addressed to an enemy. Third, at common law an alien enemy has no right to vote at the meetings of a company in which he is a shareholder, and he consequently has no right to receive notices of such meetings. Fourth, under the Trading with the Enemy Act, it would be an offence for a company to attempt to perform its obligation of giving notice to a shareholder who was an enemy under that Act, and consequently the right of such an enemy to notice of a meeting is suspended by the Act.

A Conveyancer's Diary.

" Money."—II.

I turn this week to a closer study of the speeches delivered in the House of Lords in *Perrin* v. *Morgan*. Viscount Simon, L.C., began by stating the issue as follows : " My lords, this appeal raises the interesting and important question whether, where the word ' money ' appears in an English will as the description of that of which the testator is disposing, the word, in the absence of any context or other circumstances properly to be considered as varying its meaning, must be interpreted according to an alleged 'fixed' rule of construction, which has been regarded by our courts as established and binding for many generations past, and which is said to be traced back to a pronouncement of Gilbert, C.B., in 1725 " (*Shelmer's* case, Gilb. 200). (As we shall see, all the noble and learned lords came to the same conclusion on the case before them, but Lords Russell and Romer evidently answered the question there posed in a manner exactly contrary to the answer given by the Lord Chancellor.) Lord Simon next sketched the earlier career of the litigation, leading up to a statement on which there was no difference of view : " The fundamental rule in construing the language of a will is to put on the words used the meaning which, having regard to the terms of the will, the testator intended. The question is not, of course, what the testator meant to do when he made his will, but what the written words he uses mean in the particular case—what are the 'expressed intentions' of the testator." " If a word has only one natural meaning, it is right to attribute that meaning to the word . . . unless the context or other circumstances which may be properly considered show that an unusual meaning is intended, but the word ' money ' has not got one natural or usual meaning." His lordship then explained that

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*Bedford,
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HIS HON. JUDGE THOMAS
HIS HON. JUDGE MCCLURE
Guildhall, 1, 2 (J.S.), 5, 6, 7 (A.), 8, 9 (J.S.), 12, 13, 14 (A.), 15, 16 (J.S.), 19, 20, 21 (A.), 22, 23 (J.S.), 26, 27, 28, 29, 30 (J.S.)

* = Bankruptcy Court
† = Admiralty Court
(R.) = Registrar
(J.S.) = Judgment Summonses
(B.) = Bankruptcy
(R.B.) = Registrar in Bankruptcy
(Add.) = Additional Judge
(A.) = Admiralty

the word originally meant coin, and expounded its various shades of meaning from the narrowest one up to the widest of all, viz., property in general. "'What has he done with his money?' may well be an inquiry into the general contents of a rich man's will." (It may be well to remark here that if the rich man in question was known to have a mixed real and personal estate, the answer might well be, "He has left his money to X and his property to Y." My impression is that it would be very desirable that there should be a decision to recognise that the word "property" is quite often confined to "realty.") Lord Simon then expressly rejected the idea that in construing wills there is a fixed meaning of "money" which the courts must treat as the "legal" meaning as opposed to the "popular" one. Further, a word of so shifting a meaning can seldom have exactly the same sense in two wills, so that the existing decisions have to be regarded with caution. Indeed, the Lord Chancellor said that "it seems to me a little unfortunate that so many of such cases should find their way into the books." The whole line of decisions traces from *Shelmer's* case which was not a judicial decision at all, but an *award* signed by Gilbert, C.B. (who himself reported it and noted in the margin a query whether it was good in law). The decision itself was that money "a genus that comprehends two species, namely, ready money and money due" as distinct from stocks and shares. It was thus held to include a mortgage and certain arrears of rent. The award was anyhow confined to the construction of a particular document, and there was no valid reason for it to be or become anything else. But in the course of time the rule became established, and the courts considered themselves bound to apply it even where they felt that it defeated intentions: Lord Eldon himself did so in *Hotham* v. *Sutton*, 15 Ves. 319, and there were many other such cases down to *Re Gates* [1929] 2 Ch. 420, and *Re Hodgson* [1936] Ch. 203.

Despite that line of cases the Lord Chancellor urged the House "to reject the view that . . . the court must start with a presumption in favour of a particular narrower meaning of the word 'money' (though not, indeed, its narrowest meaning) and that, in the absence of a contradictory context, the court is bound to apply this narrower meaning, even though the inference is that this is not what the testator really meant by the term . . . While disclaiming any idea of interpreting a document which is not before me, I should have thought that the mere fact that a will in a single sentence disposed of 'all the money of which I die possessed,' was a reason for interpreting 'money' in a very wide sense, though there is no positive context." In the present case, however, the testatrix dealt with certain freeholds specifically and separately with "all moneys." Hence it was clear that she was distinguishing "money" or "land," and that therefore the freeholds not specifically mentioned were not included in "moneys."

As I pointed out last week, it was not necessary to fit leaseholds into this scheme of things, and the chattels personal seem to have silently followed the investments. With very great respect, I find the decision a little unsatisfactory on this point; if there had been no intestacy as to realty, it would have been proper to invoke the assumption that no testator means to die intestate in order to include the chattels with the stocks and shares. I quite see that a lay person would speak of "my money" as including "my money in War Loan" or investments generally. But an investment is something in which one puts one's money in order that, without further effort on one's part, the original money may produce annual sums of money and yet remain intact (or, preferably, grow). One might put one's money into an antique as a (speculative) investment, but I cannot imagine anyone as well off as this testatrix talking about her "money" being partly "in" the dinner service. On Lord Simon's reasoning, the courts must now embark upon the construction of "money" by reference to current popular usage, and it will be necessary for them to be consistent; if they are not, we shall soon fall into the error of believing that *Perrin* v. *Morgan* starts a new rule that "money" means residuary personalty in the absence of a context, which is far from being the case.

The speech of Lord Atkin was clearly not intended to be more than one of warm concurrence with the Lord Chancellor, but he also welcomed the consequent release of judges from the "thraldom" of the old rule and pointed to some of the more unreasonable instances of its operation.

Lord Thankerton's speech, as I indicated last week, was mainly concerned to reconcile the differences of view between Lords Simon and Atkin on the one part and Lords Russell and Romer on the other. He also observed, and this is a point which is far too often forgotten, that the meaning of words like "money" which are in daily usage by the laity shifts considerably in the course of a century. I cannot help feeling that the meanings put by the courts on several such words became "frozen" in about Lord Eldon's time and might now usefully be "unfrozen" (if I may use a word which everyone understands to-day but which would have seemed in the Napoleonic War a mere misuse of language). I mentioned "property" above: I believe that "effects" is another word that deserves reconsideration. I am reasonably sure that most people now use it as meaning only portable chattels of personal daily use, but it often operates to bequeath residuary personalty.

The next speech was that of Lord Russell of Killowen, who concurred with Lord Romer, but made one or two express points. First, that "Context has always prevailed against the now much abused rule." Second, that "the rule was in its inception a kindly rule . . ." and not a restrictive one, in that it opened the word "money" so as to admit cash immediately due in addition to cash in hand, which was all that "money" then meant. "The blot, if any, is not the rule, but its misapplication." He admitted that there had been a tendency in the courts to allow "the rule to prevail over context," which was, of course, wrong. "Beyond this I am not prepared to go. I am not prepared to abolish the rule. . . . If a testator leaves his money to A and the rest of his property to B, how is the will to be construed? If the rule be abolished, the context admits of only one answer. A will get only the cash in the house. If the rule survives, he will, in addition, get moneys in the bank, and any other assets of the testator to which the rule applies." Third, he observed that nothing in the present case affected any of the rules of the construction. Finally, he associated himself with the remarks of Lord Romer "as to those judgments in which learned judges have stated their belief that their construction of a will defeats the testator's intention. Either they have misconstrued the will, or they have been indulging in guess-work."

Lord Romer was the last to address the House, but it is no disrespect to the other noble and learned lords to say that it is his speech which is likely in future to be treated as their main guide by Chancery judges in their now more difficult, if less distasteful, task of construing wills which deal with the testator's "money." Lord Romer first stated the "cardinal rule of construction that a will should be so construed as to give effect to the intention of the testator, such intention being gathered from the language of the will read in the light of the circumstances in which the will was made. To understand the language employed, the court is entitled, to use a familiar expression, to sit in the testator's arm-chair. When seated there, however, the court is not entitled to make a fresh will for the testator merely because it strongly suspects that the testator did not mean what he has plainly said. . . . In many of the cases to be found in the books the court is reported to have said that the construction it has put on a will has probably defeated the testator's intention. If this means, as it ought to mean, that the court entertains the strong suspicion to which I have just referred, no sort of objection can be taken to it, but if it means that the court has felt itself prevented by some rule of construction from giving effect to what the language of the will, read in the light of the circumstances in which it was made, convinces it was the real intention of the testator, it has misconstrued the will." I have quoted this passage at length, because I venture to think that it states with a clarity seldom, if ever, bettered, the function of the Chancery Division in the much misunderstood duty of construing wills.

Having glanced at the desirability of the rules of construction being stable, though "applied in a reasonable way," Lord Romer touched on the curious history and illogical nature of "money in the strict sense," pointing out that it has always included money in the bank, which is not money but a chose in action by which money is readily procurable. "But people just as commonly speak of their money in the funds, or their money in this or that company or concern, and why all stocks and shares such as usually form the bulk of a testator's personal property should not also be included is what I have never been able to understand. I can see no intelligible reason for excluding them where the rule was opened so as to admit a testator's balance on deposit account, but such seems to be the law, and when a testator is found to be using the word 'money' to distinguish one item of his property from the remainder the word *prima facie* bears the meaning attributed to it by the rule." Lord Romer then said that in the case before the House there was no doubt at all, from the effect produced on the mind by the testatrix's language, that she meant to dispose of her residuary personalty by the word "moneys"; the rule thus gave way to context. Moreover, he added that, as there were a very large number of beneficiaries, the testatrix quite possibly had in mind that the estate could not be divided without first being sold, and that the use of the plural "moneys" might thereby be accounted for.

The one certain effect of *Perrin* v. *Morgan* is that the courts will no longer feel under the duty of holding that money means money in "the strict sense" in cases where they would have been moved to express reluctance. But beyond that the position is uncertain. The English Lords were equally divided on the total abolition of the existing rule, and Lord Thankerton did not pronounce definitely as between the two views. That being so, there was no majority for a change, and in the absence of an absolutely binding authority against the former view, I should expect the Chancery courts, to whom these cases fall, to be guided by Lord Russell and Lord Romer.

An ordinary meeting of the Medico-Legal Society will be held at Manson House, 26, Portland Place, W.1, on Thursday, 8th July, immediately following the annual general meeting (which has been fixed for 5.30 p.m.), when a paper will be read by the President on "Some Medico-Legal Cases under the Ancien Regime."

Landlord and Tenant Notebook.

"Fictitious" Standard Rent.

UNDER the above title, the *Estates Gazette* reported, on 27th February of this year, an interesting decision by the Surrey Quarter Sessions Appeal Committee, disallowing an appeal against a conviction (by the Mortlake Bench) for supplying a false statement as to what were the standard rents of flats to which the Rent, etc., Restrictions Act, 1939, applied. As the report concluded with a request to state a case, I did not discuss the decision at the time; but it seems either that the request has been dropped, or the hearing not reported.

It appeared that the rents of the flats concerned, which had been let in 1940 and 1941, were purportedly increased, after due determination of the tenancies, by notices served in April and May, 1942. As regards the law, it may be recalled that it was held in *Phillips* v. *Copping* [1935] 1 K.B. 15 (C.A.) that increase from less than to not more than the permitted rent was lawful, *Dufly* v. *Palmer* [1924] 2 K.B. 35 being overruled. As regards the facts, readers will remember that the demand for accommodation in the London area in 1942 much exceeded the demand in 1940 and 1941.

Thereupon the landlords, a limited company, were asked to supply statements in writing "as to what" were the standard rents. The language is that of s. 11 of the 1920 Act, which goes on to impose penalties (maximum fine of £10) for failure without reasonable excuse and for supplying a statement false in any material particular.

It will have been the experience of many readers that such requests frequently produce little more than a plausible expression of ignorance, but in this case the defendants gave figures which were considerably in excess of the rentals at which the flats were let to the tenants, and indeed of the proposed new rentals. It appeared that there had been no letting before 1st September, 1939, but that in December of that year tenancy agreements were executed by which the flats were let to a limited company which can fairly be described as associated with the defendant company. The defendants' evidence was that, in order to provide against insolvency (the rental value having fallen when war broke out), they let the flats on the terms described, for one month each, and "the sole object of the agreement was to establish the standard rent if this were legally possible," or it was done "with a view to avoiding establishing a standard rent far below the ordinary rent."

The rents were said to have been paid; but the landlords did not dispute that the other company had never occupied the premises and that no rates had been paid.

The learned chairman of the appeals committee, Judge Tudor Rees, observed, in announcing the decision, that it was an elementary proposition that a court was not bound in its interpretation of an agreement by the terms of the agreement, but in suitable cases could look beyond the words of the agreement to ascertain its real purpose and the real intentions of that purpose. It was the view of the committee that the agreements in this case did not set up tenancies such as those contemplated by Parliament in passing Acts intended and designed to protect actual and genuine tenants; they were entered into for the purpose, among other things, of creating a fictitious standard rent. The expression "rent at which the dwelling-house was let" (s. 12 (1) (*a*) of the 1920 Act, defining "standard rent") meant a *bona fide* letting to a tenant in the ordinary way by which contractual relationship between landlord and tenant was created.

Possibly the gist of the reasoning is indicated by the last words. It may be that the committee had in mind, or at all events, subconsciously invoked, the principle that intention to create a legal relationship is essential to a contract, and that they found it difficult to imagine circumstances in which one of the two companies would remember either its rights against or its obligations towards the other. "To create a contract there must be a common intention of the parties to enter into legal obligations. . . . Such an agreement . . . may be negatived impliedly by the nature of the agreed promise or promises, as in the case of . . . some agreements made in the course of family life between members of a family . . ." runs a passage from Atkins, L.J.'s judgment in *Rose and Frankton* v. *Crompton* [1923] 2 K.B. 261.

The "elementary proposition" referred to by Judge Tudor Rees has been much to the fore in landlord-and-tenant cases lately: it was applied in a county court case, *Birmingham Corporation* v. *Planton*, reported in our "County Court Letter" on 12th June (87 SOL. J. 209), in which two of the more recent of a long series of authorities are cited. In that and other cases, e.g., *Booker* v. *Palmer* (1942), 87 SOL. J. 30 (and see 86 SOL. J. 222), the question has been one of lease or licence, and thus differs from the decision dealt with to-day, in which the question resolved itself, in my submission, into one whether there was any legal relationship at all.

One can only speculate on what would have been the position if the rent reserved by the tenancy agreement between the two associated companies had been a more moderate one, though in excess of that which the flats fetched during the air-raid period. Also, on what would have been the position if the landlords had let to an occupying tenant at a comparatively high rent for the first week or month, to be reduced later. This has been done, and done with the very object averred or admitted by the defendants whose conduct was condemned. Also, *Wheeler* v. *Wirral Estates, Ltd.* [1935] 1 K.B. 294 (C.A.) provides some authority for the proposition that the first figure would then constitute the standard rent, for the definition in s. 12 (1) (*d*), while it contains a proviso dealing with progressive rents, says nothing about reductions. But in that case, apart from the facts that air-raids had nothing to do with it, and that the reduction was not provided for by the original agreement, the lessor at the relevant periods was the Crown—which cannot, presumably, be guilty of bad faith.

The Agriculture (Miscellaneous Provisions) Act, 1943.

Dealing with the above in our issue of 5th June, I discussed the newly enlarged rights of landlords to recover from tenants interest on money expended under water supply schemes, and expressed some bewilderment at a reference to s. 15 of the 1940 Act, which appeared to deal not with the supply but the removal of water (by "mole drainage"). A correspondent has kindly pointed out that an amendment made by the Agriculture (Miscellaneous Provisions) Act, 1941, s. 3, extended the scope of the section so as to cover schemes for the supply of water; this, as he points out, solves the difficulty.

To-day and Yesterday.

LEGAL CALENDAR.

21 June.—On the 21st June, 1732, "The Right Honourable Sir Robert Walpole sat in the Court of Exchequer for the first time as Chancellor thereof, and heard a plea lodged to the title of Sir William Trollop's estate re-argued; and in a learned speech adjudged the same not to be good. The Lord Chief Baron and Baron Comyns had been of the same opinion, but Mr. Baron Carter and Mr. Baron Thomson were of the contrary, which rendered the Chancellor's decision necessary, who was pleased to say that if he erred in his judgment the title could be tried, but if he established the plea it could never be tried."

22 June.—On the 22nd June, 1733, "a cause was tried at the Marshalsea Court, Southwark, wherein a Quaker was plaintiff and a child of four years old and her guardians defendants. The child had a forefinger, which the plaintiff pretending to cure, it turned to a mortification and he cut it off, brought in a bill of £15, arrested the child and confined her several weeks in the Marshalsea Prison. But the plaintiff not being bred a regular surgeon, he was non-suited and the court ordered the bailiff into custody."

June 23.—On the 23rd June, 1735, "a serjeant-at-mace of the Poultry Compter was committed to prison by the Court of King's Bench for a misdemeanour in taking £400 worth of goods in execution to satisfy £127, for procuring unskilful and unsworn appraisers to value the goods at £86 18s. 6d., for selling the goods to the same appraisers and for not paying the money into the sheriff's hands, nor making any return on the sheriff's warrant."

June 24.—On the 24th June, 1811, two Bank of England clerks named Armitage and Thomas were hanged at Newgate for forging dividend warrants. The former was so ill that he had to be supported on the scaffold by a friend. The previous year it had been found that the Bank had been the victim of a regular series of forgeries and a man named Roberts was arrested. He escaped, was re-arrested and to save his own life accused the two clerks who had been the immediate instruments of his crimes. He was admitted evidence against them and there was no lack of corroboration.

June 25.—Charles Barbaroux was a successful lawyer, as were so many of the makers of the French revolution. He came from the south of France, and it was largely at his instigation that Marseilles sent to Paris the famous body of volunteers which contributed to the insurrection of 1792. He afterwards represented the town in the Convention parliament. He belonged to the party of Girondists, the idealistic intellectuals, who, having set the flame of revolution alight, could not keep it under control, and were among the first to be consumed when it flared up to the proportions of a terror. Though he was active in the trial of the King, and voted for his death without appeal and without delay, he consistently opposed the extremists and accused Robespierre of aiming at a dictatorship, and proposed to break up the commune of Paris. During the final struggle of the Girondists to maintain power, he succeeded in escaping to Normandy, where he attempted to organise civil war and afterwards went into hiding at Saint-Emilion, near Bordeaux. On being traced, he made an unsuccessful attempt to shoot himself, but was arrested, taken to Bordeaux, identified and guillotined on the 25th June, 1794.

June 26.—On the 26th June, 1815, Eliza Fenning, cook to Mr. Orlibar Turner, of 68 Chancery Lane, was hanged at Newgate for putting arsenic in some dumplings which she had prepared for the family. She was twenty-two years old, and she had

only been in his service about two months. Nobody actually died, but old Mr. Turner, his son and his daughter-in-law all suffered excruciating pain, and the prisoner herself was taken ill. It was clearly established that the poison was in the dough of which the dumplings were made. The evidence against Eliza was purely circumstantial, and no motive was ever suggested. There was a maid in the household, and also an apprentice, but nothing was alleged against either of them. As the prisoner steadfastly maintained her innocence and many people believed in her, a particularly large crowd attended the execution. She went to the scaffold dressed in white with laced boots and a cap. At the very last she declared to the chaplain by Almighty God and by the faith in the Holy Sacrament that she was innocent. She behaved firmly and prayed fervently. Her body was given to her father for burial.

June 27.—On the 27th June, 1582, Francis Bacon, then twenty-one years old, was admitted as an utter barrister of Gray's Inn. Thus began an astonishing career, which, in spite of his ultimate disgrace, made him one of the lasting glories of the Society. On it his many-sided genius cast an extraordinary lustre. Besides law, philosophy, scientific investigation and statesmanship, the lesser arts like the designing of gardens and the devising of masques gave scope to his intelligence. These last, the pleasures of his leisure hours, enabled him to enhance the amenities of life in Gray's Inn. His work in planting and laying out its gardens was a labour of love. Before his call he occupied chambers in the Inn and he always cherished a deep affection for it, which was returned. As Solicitor-General he dedicated his "Arguments of law" to "My loving Friends and Fellows, the Readers, Ancients, Utter Barristers and Students of Gray's Inn." After his fall the Inn welcomed him back, and there he found consolation in the company of his old friends.

ROBES IN THE STATES.

It is reported from Indianopolis that shortly after one of the judges of the Superior Court had refused to hear a wife's divorce suit because she had appeared in court wearing slacks, which, he said, had no dignity, the same judge planned a meeting of his colleagues to suggest that they should wear robes. The judicial office in the United States enjoys far less adornment than in England; the black gown is the sole badge of office worn by judges of the Supreme Court. When the young republic was settling its internal affairs the question was much debated. Alexander Hamilton, himself a successful advocate, was for the continuance of the English wig and gown. Burr was for the gown but not the wig, which he called "an inverted Woolsack." Jefferson was against both, but especially "that monstrous wig which makes the English judges look like rats peeping through bunches of oakum." The middle course prevailed, and it was generally agreed that the gown added dignity to the Bench. In the early days a member of Congress from Indiana happened by chance to witness a public robing in the Supreme Court. He said: "I had never seen anything like it before. It reminded me of the man who having repeated several times that he would die at the stake for the religion of his father, and being asked 'What was your father's religion?' answered 'I don't exactly know, but it was something very solemn.' So with me, I did not exactly know what the gowns were for, but I thought the court looked very solemn."

Our County Court Letter.

Detention of Goods.

IN *Thomas* v. *Gillard*, at Exeter County Court, the claim was for the return of goods or £5 their value. The plaintiff's case was that, after a "blitz," he had lost his home and had taken lodgings with the defendant. Following a visit from a lady friend of the plaintiff, it was alleged by the defendant that certain of her property was missing. The plaintiff offered to pay the value of the missing articles, but the defendant refused the offer and seized some of the plaintiff's property instead. The plaintiff accordingly moved to other lodgings, and afterwards returned, with a special constable, to remove the detained articles. The defendant refused to give them up, and the special constable had no authority to intervene. The defendant's case was that she wanted her own property back, and would thereupon return the plaintiff's property to him. His Honour Judge Thesiger gave judgment for the plaintiff for £5, with costs. It is to be noted that an innkeeper has a common law lien on the goods of a guest. A right of sale is given by the Innkeepers Act, 1878, s. 1. A landlady who lets lodgings, however, has no such lien, and cannot therefore detain a lodger's goods as security.

Liability for Straying Cattle.

IN *Higgs* v. *Gordon*, at Wallingford County Court, the claim was for £13 10s. in respect of damage to a crop of barley. The plaintiff's case was that, on the 5th August, 1942, his barley had suffered damage, to the extent of three-eighths of an acre, owing to the intrusion in the field of twenty-three of the defendant's cattle. The defendant's case was that the damage was not done by his cattle. The latter were being lawfully moved along the road, and the plaintiff's field was not fenced. Even if the cattle did stray, the defendant was not liable, in the absence of any negligence. His Honour Judge Donald Hurst held that it was not unreasonable to drive the cattle along the road. In the absence of negligence, judgment was given for the defendant, with costs. Compare *Tillett* v. *Ward* (1882), 10 Q.B.D. 17, in which it was held there was no negligence even in driving cattle through the streets of a town.

Obstruction of Easement.

IN *Noad and Another* v. *Woolley*, at Trowbridge County Court, the claim was for £10 damages and an injunction in respect of the obstruction of access to a water-closet. The plaintiffs were the owners of a cottage and his tenant, and their case was that the ownership and tenancy of the cottage entitled them to the use of the closet, which was on the defendant's property. In 1940 the closet collapsed, and the plaintiffs repaired it at a cost of £9. Nevertheless the defendant had obstructed the access to it. The defendant's case was that the closet had been derelict since 1936, and could not be used without a breach of the Public Health Act. His Honour Judge Kirkhouse Jenkins, K.C., made a declaration of the plaintiffs' right of access, but did not grant an injunction or award damages. The latter would have been assessed at 6d., if awarded. In the event of any further obstruction, an injunction would be granted on an interim application. The plaintiffs were awarded costs on Scale B, but without witnesses' expenses. The defendant was allowed the costs of a surveyor. The plaintiffs were advised by His Honour to abandon the easement, which was valueless and a source of discord.

Reviews.

The Law of Income Tax. By His Hon. Judge KONSTAM, K.C. Ninth Edition. 1943. pp. lx and (with Index) 706. London: Stevens & Son, Ltd., Sweet & Maxwell, Ltd. Price 57s. 6d. net.

It is fortunate that paper restrictions have not prevented the issue of a new edition of Judge Konstam's well-known work on income tax law. The eighth edition of this work was published at the end of 1940; this, the ninth edition, contains High Court decisions up to February, 1943, and the statute law up to and including the Finance Act, 1942. In addition to the author's exposition of income tax law in the first 365 pages of the book, the latter half of about similar length comprises the text of the Income Tax Act, 1918, and all subsequent Finance Acts up to 1942—a particularly valuable appendix in these days, when the Stationery Office has difficulty in supplying copies of the Income Tax and Finance Acts. In reproducing the Acts, Judge Konstam has omitted repealed and obsolete enactments, and specific amendments are inserted in the appropriate context; having regard to the uncodified state of income tax legislation and to the large number of Finance Acts since 1940, this form of presentation greatly facilitates reference.

The first half of the book represents one of the most expert, lucid and painstaking surveys of the law of income tax available to the practitioner and layman. The author's method is to omit reference to the statutes and High Court decisions in the main text; instead, he gives a straightforward exposition of the law, and the references to the Acts and decided cases take the form of footnotes. This means that the space devoted to footnotes is almost equal to that of the main text. It is, however, a mode of presentation which is conducive to clarity and enables the law of income tax to be set forth comprehensively without cluttering up the text with a summary of the facts of numerous legal cases or with lengthy citations from the statutes. Judge Konstam does not concern himself with the *facts* of particular cases: he concentrates on the purport and effect of the judgment.

The book opens with a chapter on the income tax reliefs; next the various schedules are dealt with in turn; and then follow chapters on persons liable, exemptions and abatements of charities and other bodies, total income, sur-tax, returns, penalties, claims for relief, machinery of assessment, appeals, collection and recovery.

In his preface to the new edition, Judge Konstam points out that the whole basis of Sched. B has been altered since the previous edition owing to the compulsory profits basis being introduced for over-£100 rental farmers. Other major changes are the reduction in tax-free payments in the Act of 1941; provision for post-war credits; tax enactments regarding war damage and war injury contributions; arrangements for concentration of industry; relief for extra travelling expenses owing to war circumstances; provisions for recovering tax from landlords instead of tenants and *vice versa*, and from a landlord who is not named in the assessment; the changes in assessment and collection embodied in the Tenth Schedule to the 1942 Act; and the new powers of the Revenue to compel production of accounts and books. In regard to the last enactment, the author comments: "By a surprising section, a statement induced by a suggestion of pecuniary settlement is made admissible in a criminal proceeding as evidence

against the person who was thus prompted to make it. Let us trust that such an enactment may never be treated as a precedent."

Several of the larger income tax manuals have not been revised since the war, and are thus hopelessly out of date. This is a factor which increases our indebtedness to Judge Konstam and his publishers.

Where to look for your Law. A Guide to Current Law Books, etc. Seventh Edition by R. HILARY STEVENS. 1943. Crown 8vo. pp. 200. London: Stevens & Sons, Ltd. 2s. 6d. net.

The seventh edition of this little work has been so altered and improved in scope, arrangement and purpose, that it is practically a new book. It forms a complete and handy guide to legal publications, and the many cross-headings render the book easy of reference. The work includes a table of the principal English Law Reports to 1866 showing the corresponding volumes in "The English Reports" which solicitors will find extremely useful.

Books Received.

Krusin and Rogers' Solicitors' Handbook of War Legislation. Volume IV. By MAURICE SHARE, B.A. (Oxon), of Gray's Inn, and S. M. KRUSIN, B.A. (Oxon), of the Middle Temple, Barristers-at-law. 1943. Medium 8vo. pp. viii and (with Index) 234. London: Sweet & Maxwell, Ltd.: Stevens and Sons, Ltd.; The Solicitors' Law Stationery Society, Ltd. 35s. net.

Eulogy of Judges. By PIERO CALAMANDREI, translated by JOHN CLARKE ADAMS and C. ABBOTT PHILLIPS, Jr. 1942. Demy 8vo. pp. ix and 121. U.S.A.: Princeton University Press; London: Oxford University Press. 13s. 6d. net.

Courts Emergency Powers. By JOHN BURKE, Barrister-at-law. 1943. Demy 8vo. pp. iv and (with Index) 148. London: Sweet & Maxwell, Ltd. 8s. 6d. net.

Tax Cases. Vol. XXIV—Part IV. London: H.M. Stationery Office. 1s. net.

Notes and News.

Honours and Appointments.

The King has approved the appointment of Sir WALTER TURNER MONCKTON, K.C.V.O., K.C., to be a Commissioner of Assize on the Midland Circuit. Sir Walter Monckton will sit at Warwick and Birmingham.

Notes.

The Haldane Society has altered its rules so as to admit to membership solicitors' managing clerks, and persons substantially doing the work of managing clerks. Hitherto membership has been confined to barristers, solicitors, articled clerks, bar students, and refugee lawyers. The Society takes the view that as the only progressive organisation of lawyers, it should include persons who, though unqualified, have great knowledge and experience of the law which can enrich the Society, and that reasons which formerly obtained for confining membership to qualified persons and students are now obsolete. The other qualifications for membership and associate membership respectively are membership of the Labour Party, and general sympathy with the Society and its objects.

Lawyers will be glad to learn that a highly interesting picture has recently been presented to the Law Courts and will be hung there after the close of war. It is a water-colour painting showing—from the South side of the Strand—the commencement of the construction of the Royal Courts of Justice. Displaying the site after demolition of the antecedent buildings, it depicts the early stages in the building of the courts. In the background is seen Carey Street, and on the left is seen the King's College Hospital of that time. The picture is not signed. Formerly the property of an old collector, since deceased, it was given by him to the present donor some seven or eight years ago. On its then existing mount was written: "The First Tre-Gantry, the Royal Courts of Justice, Strand, W.C.; Historical Interest," and, in another hand, "First Scaffold, 70," i.e., 1870. The picture was shown to Lord Simon, L.C., and Lord Caldecote, L.C.J., last year, who both warmly approved of the proposed presentation. It has now been adequately mounted and framed, and, upon the suggestion of the Lord Chancellor, the mount bears the following inscription: "Preparations for the Building of the Royal Courts of Justice, 1870.—Presented by L. G. H. Horton-Smith, of Lincoln's Inn, Barrister-at-Law, 1942."

Wills and Bequests.

Mr. Thomas Cowan, solicitor, of Beaconsfield, left £88,607.

Mr. Aubrey Paul Kitcat, solicitor, of Tetbury, Glos., left £20,787, with net personalty £18,698.

Mr. Richard John Tinling Marston, solicitor, of Ludlow, left £5,726, with net personalty £1,121.

Mr. George Maryon Maryon-Wilson, J.P., barrister-at-law, of Fletching, Sussex, left £150,479.

Mr. Alfred Charles Jaques, retired solicitor, of Hampton-on-Arden, left £61,194, with net personalty £43,943.

Mr. Alexander Henry Patterson, barrister-at-law, of Tunbridge Wells left £143,379, with net personalty £143,242.

Notes of Cases.

COURT OF APPEAL.

Minister of Supply *v.* **British Thomson-Houston Co., Ltd.**

Lord Greene, M.R., and MacKinnon and Goddard, L.JJ.
19th April, 1943.

Practice and procedure—Right of Crown to sue in contract—Liability to be sued—War Department Stores Act, 1867 (30 & 31 *Vict. c.* 128), *s.* 20; *Ministry of Supply Act*, 1939, *and Ministry of Supply (Transfer of Powers) (No.* 1) *Order*, 1939.

Plaintiff's appeal from a decision of the Lord Chief Justice in chambers on an appeal from an order of the master, striking out the defendants' counter-claim. The Lord Chief Justice reversed the order of the master.

The writ was dated 28th May, 1942. The plaintiff alleged in his statement of claim breach of a contract of purchase from the defendants, and claimed £2,235 damages. The defendants by their defence admitted the contract, denied the breach and counter-claimed £68 12s. damages for an alleged breach by the plaintiff. The summons before the master was dated 19th October, 1942, and no affidavit was filed in its support. The plaintiff was, however, able to ask the master to take judicial notice of the fact that he was a Minister of the Crown, and that he could not be sued on a contract made as a Minister of the Crown, either personally, or in the name of his office. The plaintiff's contention was that in variation of the common law rule that he could neither sue nor be sued, a statute had given him the right to sue. The defendants contended that that same statute made him liable to be sued. The statute in question was the War Department Stores Act, 1867, applied to the plaintiff by the Ministry of Supply Act, 1939, and the Ministry of Supply (Transfer of Powers) (No. 1) Order, 1939. Section 20 of the 1867 Act provides that the Secretary for War "may institute and prosecute any action . . . concerning stores sold or contracted to be delivered to him for the use of Her Majesty . . . and may defend any action, suit or proceeding concerning such stores . . . and any such action suit or proceeding shall not be affected by any change in the person for the time being holding such office." By a proviso, nothing in the section is to "take away or abridge in or in relation to any such action . . . any legal right, privilege or prerogative of the Crown," and the Secretary for War may enjoy "all such rights, privileges and prerogatives . . . as if the Crown were actually a party to such action . . ."

LORD GREENE, M.R., said that he had read the judgments to be delivered by MacKinnon and Goddard, L.JJ., and he agreed with them.

MACKINNON, L.J., said that if he were unassisted by authorities he would be of opinion that the section empowered the defendants to sue the plaintiff upon the contract and their counter-claim ought not to be struck out. His lordship then considered *Williams* v. *Lords Commissioners of the Admiralty* (1851), 11 C.B. 420; *Hosier Bros.* v. *Earl of Derby* (*Secretary of State for War*) [1918] 2 K.B. 671; *The Admiralty* v. *Baird Bros.* [1921] 8 Ll. L. Rep. 69; *Rowland* v. *The Air Council* (1923), 39 T.L.R. 228, 455; *Rowland and Kennedy* v. *The Air Council* (1925), 41 T.L.R. 545; *and Gilleghan* v. *Minister of Health* [1932] 1 Ch. 86, and said that there was no decision of the Court of Appeal constraining him to hold that where a statute in terms enacted that a minister or other servant of the Crown "may sue and be sued upon a contract made by him on behalf of the Crown," those words did not bear their manifest meaning. Further, the words in the statute of 1867, though not so explicit, ought to be given the same meaning. The appeal would be dismissed, the costs in this court to be the defendants' in any event.

GODDARD, L.J., gave judgment to the like effect.

Appeal dismissed.

COUNSEL: *Patrick Devlin; Valentine Holmes.*

SOLICITORS: *The Treasury Solicitor; Stuart H. Lewis.*

[Reported by MAURICE SHARE, Esq., Barrister-at-Law.]

CHANCERY DIVISION.

In re **Catmull; Catmull** *v.* **Watts.**

Uthwatt, J. 1st June, 1943.

Family provision—Widow's application—Capital payment—Basis of assessment—Inheritance (Family Provision) Act, 1938 (1 & 2 *Geo.* 6, *c.* 45), *s.* 1 (3) (4).

Adjourned summons.

The testator by his will dated the 2nd August, 1935, after appointing the first defendant to be his executor and bequeathing to his wife the use of his household goods for her life, gave his residuary estate between all his children in equal shares. The testator died in 1940. He left six children, four being unmarried daughters, and one an infant son. Five of them therefore were dependants. The chattels in which his widow took a life interest were valued at £16. She was otherwise unprovided for. The value of the testator's estate was approximately £600. By this summons the widow applied under the Inheritance (Family Provision) Act, 1938, that a reasonable provision might be made for her out of his estate. When this summons first came on for hearing, the learned judge expressed certain views (reported *ante*, p. 112) as to the construction of s. 1 (3) of the Act, and the matters stood over with a view to a compromise. The compromise having broken down, the matter was re-argued. Section 1 provides: "(3) the amount of the annual income which may be made applicable for the maintenance of a testator's dependants by an order or orders to be in force at any one time shall in no case be such as to render them entitled under the testator's will as varied by the order or orders to more than the following fraction of the annual income of his net estate, that is to say:—

(*a*) if the testator leaves both a wife or husband and one or more other dependants, two-thirds; or (*b*) if the testator does not leave a wife or husband, or leaves a wife or husband and no other dependant, one-half. (4) Where the value of a testator's net estate does not exceed two thousand pounds, the court shall have power to make an order providing for maintenance, in whole or in any part, by way of payment of capital, so however that the court, in determining the amount of the provision, shall give effect to the principle of the last preceding subsection."

UTHWATT, J., said that the first question was whether the phrase "testator's dependants" in s. 1 (3) meant the testator's dependants claiming under the Act or dependants generally. In his opinion, it meant dependants generally. The second question was whether, where the testator had made provision for certain, or all, of his dependants of two-thirds or one-half of his estate, there was jurisdiction to order maintenance in favour of an excluded dependant. He thought there was such jurisdiction. Any dependant might apply under s. 1 (1). The effect of subs. (3) was that any provision made for a dependant in such circumstances must be made out of the income which was given to dependants by the will and must not deal with more than two-thirds or one-half of the income as the case might be. It was argued that subs. (4) gave the court jurisdiction in the case of estate under £2,000 to order payment up to two-thirds or one-half of the capital. In his opinion that was not the effect of the subsection. The direction was to give effect to the principle of subs. (3). That was not given effect to by applying the fractions to the capital of the estate. The point of subs. (4) was not to increase the total amount which might be applied but only to make capital instead of income applicable. The court exercising the power conferred by subs. (4) should determine the amount of income which could be allotted and the period for which that payment of income could continue and capitalise that sum. Taking this estate as £600, the sum of £13 a year was the maximum sum which could be ordered to be paid to the widow. The capital sum should be assessed by reference to the widow's age and that sum. The testator had not made a silly will. The result of his disposition was that his children got £100 apiece and his widow got 10s. a week widow's pension, for which he had contributed. The widow's pension was of such an amount as to entitle the testator to dispose of his estate among his children. There would be no order in favour of the widow.

COUNSEL: *Myles; Lightman; Sophian; Astell Burt.*

SOLICITORS: *Avery, Son & Fairbairn; J. C. Clifford Watts; R. Struthers & Co.*

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

KING'S BENCH DIVISION.

Gregory *v.* Cattle.

Charles, Stable and Hallett, JJ. 31st March, 1943.

Criminal law and procedure—Appeal by case stated—Case to be stated within three months—Jurisdiction to hear case if stated after that time—Summary Jurisdiction Act, 1857 (20 & 21 *Vict. c.* 43), *s.* 2—*Summary Jurisdiction Act*, 1879 (42 & 43 *Vict. c.* 49), *s.* 33.

Appeal by special cases stated by the justices at Southport.

The point was taken that there was no jurisdiction to hear the case as it was out of time. The hearing was on 2nd May, 1942, and the cases were stated on 27th October, 1942, three months after the expiration of the period laid down for the stating of a special case under s. 33 of the Summary Jurisdiction Act, 1879, by the Summary Jurisdiction Rules, 1915, r. 52. The four draft cases were prepared by the clerk to the justices and forwarded by him on 26th May to the Treasury Solicitors' Branch Department. The three months after the date of the application for the statement of a case expired on 1st August, 1942, and the Treasury Solicitor wrote to the clerk to the justices and asked him whether a case had been signed and handed to the solicitors of the appellant. On 15th September the appellant's solicitors wrote to the Treasury Solicitors' Branch at the Ministry of Supply, enclosing four draft cases, but these were returned by the Treasury Solicitor, pointing out that they were out of time. On 28th October, the Treasury Solicitor received a letter dated 27th October from the clerk to the justices in which he was informed that the four cases had that day been sent to the solicitors for the appellant, and copies of the four cases were enclosed. Those cases had been stated on 27th October.

CHARLES, J., quoted from the judgments of Lord Alverstone, L.C.J., and Channell, J., in *Stokes* v. *Mitcheson* [1902] 1 K.B. 857, 862 and 865, and said that, upon those statements, it was clear that the submission made by counsel for the appellant that he was entitled to separate the 1857 Act from the 1879 Act and say that inasmuch as there was a time limit made by the 1879 Act, he would disregard and focus his attention on the 1857 Act where there was no limitation, was not well founded. They must be read together, and the alteration was one of procedure only. It was further said that a difficulty was raised by the proviso to s. 33 of the 1879 Act, that "nothing in this section shall prejudice the statement of any special case under that Act." The statement of the case, as to the person aggrieved, as to whether the prosecutor could have a case stated, and so forth, was not prejudiced, but the procedure was altered. The court therefore had no jurisdiction to hear the appeals.

STABLE, J., delivered a dissenting judgment, stating that *s.* 33 of the 1879 Act and s. 52 of the Summary Jurisdiction Rules, 1915, dealt with procedure, and if one accepted the view that the section was designed to amend procedure, the proviso must mean that the procedure under the 1857 Act was to be left intact.

HALLETT, J., delivered judgment concurring with that of Charles, J.

COUNSEL: *G. F. Squibb; Valentine Holmes.*

SOLICITORS: *Pritchard, Englefield & Co.; The Treasury Solicitor.*

[Reported by MAURICE SHARE, Esq., Barrister-at-Law.]

PROBATE, DIVORCE AND ADMIRALTY.

May *v.* May and Lehmann.

Pilcher, J. 4th June, 1943.

Divorce—Domicil—Landing in this country permitted to refugee on condition that he would emigrate at end of training—Whether legal domicil possible.

Trial of preliminary issue as to the petitioner's domicil in a husband's petition for divorce on the ground of adultery with the co-respondent.

The petitioner was a German Jew, having been resident in Stuttgart, Germany, before the war, where his mother had a small butcher's business in which he assisted. In 1938 he was thrown into a concentration camp in Germany, but his mother later obtained an immigration visa from the American Consulate-General in Stuttgart, which, it was hoped, would help to obtain the permission of the British authorities to enter the United Kingdom in transit to the U.S.A. On the application of the German-Jewish Aid Committee in this country the Home Office eventually agreed to allow the petitioner to land in this country as a trainee, and on arrival on 6th March, 1939, he was granted leave to land on condition that he would emigrate from the United Kingdom on the completion of his training. His wife and child followed him to England a few months later. He commenced training as a sausage maker for Mr. Frohwein and continued to work for Mr. Frohwein until the outbreak of the war. In July, 1940, he was interned. In June, 1940, a friend, with the petitioner's approval, took steps to have the immigration visa transferred to the British register with priority as from the date when it had originally be granted in Stuttgart. In January, 1941, the petitioner was released from internment and he then went back to work for Mr. Frohwein, where he had worked ever since that date. The divorce petition was filed on 17th January, 1942.

PILCHER, J., said that the question was whether the petitioner had, in January, 1942, formed a fixed intention to settle permanently in this country. When he left Germany he intended to use England merely as a stepping-stone on his journey to the United States. When war broke out he was still at least undecided as to whether he and his family would not eventually go to the United States. In June, 1940, the petitioner would have gone to the United States if he could have managed it. It was unlikely that while he was interned he formed any concluded intention to make his permanent home in this country, and there was, moreover, some authority for saying that a domicil of choice could not be acquired whilst the individual concerned was under physical restraint. During the year 1941 he was emphatic that under no circumstances would he have returned to Germany, and in saying this he impressed his lordship as speaking the truth. His lordship said that during that period he had come to the conclusion that the petitioner had become more settled in mind. He had experienced kindness and consideration in this country, he had regular employment with which he was satisfied, and the idea of going to the U.S.A. had faded from his mind. He had come to regard England as his home. By January, 1942, he had the *animus manendi*, which, coupled with the fact of residence, was sufficient to establish domicil. It had been submitted that an alien whose stay in this country was by virtue of the Aliens Act and the orders thereunder liable to be terminated at the pleasure of the Home Secretary could not acquire a legal domicil in England. This argument was unsuccessfully advanced in *Boldrini* v. *Boldrini and Martini* [1932] P. 9 (see *per* Lord Hanworth, M.R., at p. 15). Although the petitioner in the present case landed in this country on condition that he emigrated on completion of his training, whereas Boldrini had not been landed under any such condition, there was no distinction in principle between the two cases. The two requirements necessary to acquire a domicil of choice were actual residence, and the intention to settle permanently in the new country of residence. Once the court was satisfied that the intention had been formed, all the elements necessary to the acquisition of a domicil of choice were present and the domicil was acquired. His lordship therefore found that on 17th January, 1942, the petitioner was domiciled in this country.

COUNSEL: *D. A. Fairweather; Miss Morgan Gibbon.*

SOLICITORS: *Fink, Proudfoot & Waters; N. B. Colt.*

[Reported by MAURICE SHARE, Esq., Barrister-at-Law.]

War Legislation.

STATUTORY RULES AND ORDERS, 1943.

No. 812/L.17. **Adoption of Children** (Transfer Abroad) Rules, June 1.
No. 830. **British Nationality and Status of Aliens.** Naturalization Regulations, June 5.
E.P. 847. **Fish Sales** (Charges) (No. 2) Order, June 9.
E.P. 716. **Regulated Areas.** Regulation of Traffic (Regulated Areas Nos. 7, 8, 9 and 10) Amendment Order, May 18.
E.P. 613. Regulated Areas. Regulation of Traffic (Regulated Areas Nos. 7, 8, 9 and 10) Order, April 19.
E.P. 848. **Retail Coal Prices** Northern Ireland Order, June 8.
No. 833. **Workmen's Compensation.** Direction, June 7.

TREASURY.

War Damage Act, 1943. Table of Comparison showing the mode in which the provisions of the earlier Acts consolidated are dealt with in the Act.